

RECEIVED

2007 APR 25 AM 9:34

PUBLIC EMPLOYMENT
RELATIONS BOARD

2007-09 Agreement between the

New Hampton Education Association

and the

Board of Education

New Hampton Community School

TABLE OF CONTENTS

	<u>Page</u>
Article I: Definitions	3
Article II: Grievance Procedure	4
Article III: Association Rights	8
Article IV: Dues Deduction	9
Article V: Other Payroll Deductions	10
Article VI: Temporary Leave of Absence	11
Article VII: Sick Leave	14
Article VIII: Work Assignments	15
Article IX: In-Service/Professional Development Education	17
Article X: Reduction in Force	18
Article XI: Evaluation Procedure	22
Article XII: Safety Provisions	23
Article XIII: Salary and Benefits	24
Article XIV: Voluntary Transfers	29
Article XV: Involuntary Transfers	30
Article XVI: Separability Clause, Duration, Misc.	31
2007-08 Salary Schedule	
2007-09 Supplemental Schedule	
Schedule A. Grievance Report	
Schedule B. Dues Deduction Authorization Form	
Schedule C. Evaluation Procedures – see Professional Growth Document	

ARTICLE I - DEFINITIONS

1. The term "Board" as used in this agreement shall mean the Board of Directors of the New Hampton Community School District.
2. The term "Employee" as used in this agreement shall mean all professional employees represented by the Association in the bargaining unit as defined and certified by the Public Employees Relation Board.
3. The term "Association" as used in this agreement shall mean the New Hampton Education Association.

ARTICLE II - GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A grievance shall mean only a claim by an employee, a group of employees, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this agreement. All grievances shall be Association grievances unless indicated otherwise by the Association.

2. Aggrieved Person

An "aggrieved person" is the employee or employees or the Association making the complaint.

B. Purpose

The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may from time to time arise in the interpretation of this agreement as it affects an individual employee, employees, or the Association. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort shall be made to expedite the process. The time limit specified may, however, be extended by mutual agreement. A grievance must be filed within fifteen (15) days of the occurrence of the incident or dispute alleged to give rise to the grievance, or within fifteen (15) days of the time that it might be reasonably expected to have been discovered. All days referred to in this ARTICLE shall be considered as calendar days, unless otherwise specified.

2. Year End Grievance

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to the aggrieved person, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or within a maximum of 30 days thereafter.

3. Level One - Principal or Immediate Supervisor (Informal)

An employee with a grievance shall first discuss it with his/her principal or assistant principal, or such other administrative personnel as may be appointed for the purpose by the Superintendent or the Board, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

4. Level Two - Principal (Formal)

If, as a result of the informal discussion with the principal or immediate supervisor at level one, a grievance still exists, the aggrieved person may invoke the formal grievance procedure by filing on the form set forth in Schedule A. The grievance form shall be available from the Association representative in each building and said form shall be signed by the grievant and, should the grievant so desire, by a representative of the Association. A copy of the grievance form shall be delivered to the appropriate principal or immediate supervisor. If the grievance involves more than one school building, it may be filed with the Superintendent or his/her designee.

The appropriate principal or immediate supervisor shall indicate his/her disposition of the grievance in writing within five (5) school days of the presentation of the formal grievance and shall furnish a copy thereof to the Association.

If the aggrieved person or the Association is not satisfied with the disposition of the grievance, or if no disposition has been made within the five (5) school day period, the grievance shall be transmitted to Level Three.

5. Level Three - Superintendent

The Superintendent or his/her designee shall meet with the aggrieved person and the Association within five (5) school days of receipt of the grievance. Within ten (10) school days of receipt of the grievance the Superintendent or his/her designee shall indicate his/her disposition of the grievance in writing and shall furnish a copy thereof to the Association.

If the aggrieved person or the Association is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, or if no disposition has been made within ten (10) school days of receipt of said grievance, the aggrieved person or the Association may transmit the grievance to the Board by filing a written copy thereof with the secretary or other designee of the Board.

6. Level Four - Board of Education

The Board, no later than its next regular meeting or twelve (12) school days, whichever is earlier, shall meet with the aggrieved person and the Association on the grievance. Disposition of the grievance shall be made in writing by the Board no later than seven (7) school days after said meeting. A copy of such disposition shall be furnished to the Association.

7. Level Five - Arbitration

(a) If the aggrieved person or the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the time limits, the aggrieved person and the Association shall meet within five (5) school days of disposition of the grievance to discuss the merits of submitting the grievance to arbitration.

(b) If the Association determines that the grievance is meritorious it may submit the grievance to arbitration within five (5) school days.

(c) Within ten (10) school days after written notice to the Board of submission to arbitration the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the American Arbitration Association by either party. The list from the said Association, shall consist of five (5) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) school days, and the other party shall have one (1) additional school day to remove the next name, alternating removal until only one name remains. The person whose name remains shall be the arbitrator.

(d) The arbitrator so selected shall confer with the representative of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issue are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator in his/her decision shall not amend, modify, nullify, ignore or add to the provisions of the contract. The decision of the arbitrator shall be submitted to the Board and to the Association, and absent any illegality in the proceedings shall be final and binding on the parties.

(e) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expense and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

D. Rights of Employees to Representation

1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association.

E. Miscellaneous

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two through Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Five shall be in accordance with the procedures set forth in the Section on arbitration.

3. Separate Grievance File

All documents, communications and records, dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Meetings and Hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the aggrieved persons and their designated or selected representatives, heretofore referred to in this ARTICLE.

If it should be necessary under these proceedings for an employee to be absent during the school day and a substitute is required, the Association shall pay the cost of the substitute, if the Association initiates or requests a grievance hearing or meeting to be held during the school day.

ARTICLE III - ASSOCIATION RIGHTS

Time for Procedures

It is agreed that negotiations, grievance procedures, conferences, or meetings shall not be held during regular school hours. In the event that some outside authority such as a mediator or arbitrator requires that such procedure be held during school hours, any representative of the Association participating in such proceedings shall suffer no loss in pay or other benefits.

ARTICLE IV - DUES DEDUCTION

A. Authorization

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an initial assignment authorizing payroll deduction of Association dues on or before September 15th of each year.

B. Regular Deductions

Pursuant to a deduction authorization, the Board shall deduct from each paycheck received by an employee a sum equal to that fraction represented by one over the number of payroll checks received by the employee per contract year times the total dues, beginning in September and terminating with the last payroll check of the year.

C. Duration

Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board. It shall be the duty of the Association to immediately advise the Board of any changes in dues and the Board shall have no responsibility to the Association for incorrect withholding of dues in the event Notice of such change is not timely given.

D. Transmission of Dues

The Board shall transmit to the Association the total monthly deduction for professional dues within ten (10) school days following each regular pay period.

E. Responsibility of Liability

The Association agrees to hold harmless from any costs judgments, legal action, attorney fees, and other forms of liability any and all Board members, administrative employees of the Board and the Board itself from any action arising out of the application and administration of this Article of the agreement.

F. Amount of Dues

It is agreed and understood that the Association will advise its own membership of the amount and of the amount of the checkoff. The Board will notify the Association when a notice to terminate dues checkoff is received.

ARTICLE V - OTHER PAYROLL DEDUCTIONS

- A. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for school group annuities/HSA, New Hampton Area United Way, New Hampton Area GiFT Campaign, and for that portion of health insurance not paid as a part of the employee's considerations under other provisions of this contract. Such request for deduction(s) for annuities/HSA/etc. shall be filed before January 10th, April 10th, July 10th, or October 10th in any school year, with deductions to commence on that month's payroll.

ARTICLE VI - TEMPORARY LEAVE OF ABSENCE

A. Leave

All employees shall have the following temporary non-accumulative leave of absence. Those employees working less than half time shall take their leaves in one day increments and those employees working half time or more shall have the option of taking their leave prorated to the nearest half day in the manner set forth below.

1. Personal

Each employee shall be credited with two days of personal leave to be used for any reason. Employees who do not fully use the two days allowed, shall be allowed to accumulate personal leave to a maximum of four (4) days for use in any given year. Personal leave may not be taken on any of the following days and occasions:

- (a) In combination with any other paid or unpaid leaves;
- (b) On the day preceding or following a holiday or vacation period or in combination with any other paid or unpaid leave to extend such holiday or vacation period;
- (c) On the day of a scheduled in-service day or on Parent-Teacher conference days;
- (d) At any time during the first five (5) or the last five (5) days of the student attendance year.
- (e) The above restrictions may be waived by the Superintendent with the approval being non-grievable under this contract.

An employee planning to use a personal leave day shall notify his/her principal at least one day in advance, except in case of emergency. No more than two employees shall have personal leave on any one day in each of the units, i.e. the elementary school, middle school or high school. Those on Association leave shall be counted against said total.

If the employee does not wish his/her personal leave to accrue, the Board will pay the employee the substitute rate of pay per whole day or half day of unused personal leave at the completion of the individual contract in each year.

2. Jury and Legal

Any employee called for jury duty during school hours or who is required by subpoena to make an appearance in any judicial or administrative proceeding when not a party to the action shall be granted leave with pay for the period required, with pay subject to credit for

jury fees and witness fees. However, if the employee is a party to an action involving a claim arising out of his/her employment relationship with the district and his/her presence is required for the protection of the district and the employee, then the employee will be granted leave with pay. An administrative proceeding is defined to be a proceeding before an administrative law judge of any agency of the United States government, a hearing officer of any agency of the government of the State of Iowa, or a response to a subpoena from any legislative body to the State of Iowa or of the United States of America.

3. Association

The sum total of no more than ten (10) days shall be granted to the Association, to be made available to its representatives, with pay, to enable them to attend conferences, conventions or other activities of the State and National Affiliated organizations of the Association. The ten (10) days shall be distributed by the Association among its representatives as determined by the Association and it shall notify the principal of those selected for such leave at least one week in advance of the date selected. No more than two employees shall have Association leave on any one day in each of the units, i.e. the elementary school, middle school and high school.

4. Professional Leave

Leave days may be granted for attendance at professional conferences or meetings at the sole discretion of the administration and may be subject to Board approval, with pay. Applications by employees who desire to attend professional conferences shall be filed with the building principal. The Board may reimburse registration, travel, and lodging at such professional conferences to include both teaching and non-teaching days.

5. Leave of Absence for Bereavement

Five working days of leave shall be granted at any one time in the event of the death of a spouse, child, parent, or step-parent. Three working days of leave shall be granted at any one time in the event of other deaths in the immediate family, including by definition the employee's brother, sister, grandparents, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandchild, and any other member of the immediate household. The phrase, "five (or three) working days of leave shall be granted at any one time" shall be understood to mean the maximum number of not necessarily consecutive working days taken for a single death event or events, assuming the service follows the death as soon as possible consistent with the gathering of the family. It is understood that the purpose of said leave days is to provide time for family grieving, the process of which encompasses preparation for any formal funeral or memorial service, attendance at said service, and the immediate aftermath of said service. Finally, it is

understood that bereavement leave is not intended to be taken for the purpose of settling an estate, except as such activity is incidental to the purposes and constraints delineated above.

Step children shall be regarded as children for purposes of this article. One day of leave shall be granted in the event of the death of an aunt, uncle, niece, nephew, first cousin, or spouse's grandparents not to exceed two (2) days in any one school year. In the event of the death of a member of the bargaining unit or a student in the New Hampton Community School District, the Superintendent or his/her representative shall grant what he/she deems to be an appropriate number of employees time to attend the funeral.

Each employee shall be granted one (1) day of leave for use in the event of the death of other relatives or close friends. The District will pay the first half day, the employee will use personal leave for the second half day. If no personal leave is available, it will be unpaid.

6. Leave for Sickness in Family

Each employee shall at the beginning of each year accrue four days of paid leave for absences due to hospitalization or illness of a spouse, child, stepchild, parent or a member of his/her household. This emergency leave is in addition to sick leave as allowed to all employees and is not accumulative.

In extra-ordinary situations the Superintendent may, in his/her sole discretion, grant up to seven (7) days of additional family illness leave with pay. (For example, but not limited to, heart attack, auto accidents, life or death situations, etc.).

B. Unpaid Leave

1. Other temporary leaves of absence without pay may be granted by the administration for a limited period of time for reasons deemed sound in the sole discretion of the administration. Deduction of pay for such leave will be based on a per diem rate for each contract day.

2. Religious Holidays: Any employee whose religious affiliation requires the observance of holidays other than those scheduled in the school calendar shall be excused for the observance of such holidays by the principal.

C. Good Cause

Other extended leaves of absence without pay may be granted in writing by the Superintendent for reasons deemed by him/her to be sufficient.

ARTICLE VII - SICK LEAVE

1. Definition

Sick leave constitutes absence of an employee for his/her personal illness or medically related disability.

2. Number of Days

Sick leave will be granted as follows:

- (a) First year of employment----- 10 days.
- (b) Second year of employment----- 11 days.
- (c) Third year of employment----- 12 days.
- (d) Fourth year of employment----- 13 days.
- (e) Fifth year of employment----- 14 days.
- (f) Sixth and all subsequent years of employment----- 15 days.

3. Accumulation of Sick Leave

If there are unused portions of sick leave in any one year, such unused portions, plus a given year's sick leave allowance, shall be accumulated up to a maximum of 120 days. It is understood and agreed by all parties to this agreement that it is meant to apply to only actual illness and that the Board may require such physician's certificate or other reasonable evidence as it may desire to confirm the necessity for such a leave.

4. Absence Without Pay

Any days of illness for which leave is granted in excess of those herein provided for shall be without pay based on a per diem rate for each contract day.

ARTICLE VIII - WORK ASSIGNMENTS

- A. 1. The daily teaching load in grades 6-12 shall be a maximum of five (5) classes plus one (1) study hall. Anything in excess of the said maximum load shall be compensated in accordance with the supplemental schedule.
- B. 1. Employees may leave the building without requesting permission during a duty free lunch period, but shall advise the Building Administrator of his/her office where they may be reached while absent from the building.

2. Employees may be required to remain after the end of or to arrive before the regular work day without additional compensation for the purpose of attending faculty or other professional meetings to a maximum of nine (9) per semester, providing however that no more than two (2) shall be held in any one week. Such meetings may begin up to one-half hour after student dismissal and shall run no later than 4:45 p.m. and shall not begin before 7:30 a.m. If additional time is needed, students shall be dismissed early. Meetings shall not be called on Friday afternoons or on any afternoon immediately preceding any holiday or other day upon which employee attendance is not required at the school.
- C. Notice and Agenda

1. The agenda for any such meetings shall be given to the employee involved at least two (2) days prior to the meetings, except in emergencies, by posting such notice on the employees' bulletin board. Suggestions for inclusion at such meetings on the agenda may be delivered to the Office of the Administrator calling the meeting by any employee so desiring.
- D. Preparation Time

Grade Level

1. Full-time classroom employees shall have daily preparation time in addition to their lunch period as follows:
 - A. Grades PK-6 shall have an average of thirty (30) minutes per day per week;
 - B. Grades 7-8 shall have one regular class period a day;
 - C. Senior High School shall have one regular classroom period a day.

2. All employees who are not full-time shall have a pro-rated preparation time which may be assigned anytime during the employee's work day.
3. It is understood and agreed that this preparation time is given for actual classroom preparation and is not applicable to members of the bargaining units who do not teach classes.
4. In some situations, it may be necessary for Administration in its sole discretion to assign an employee during his/her preparation time to cover a class for another employee.

E. Duty-Free Lunch

Each employee shall have a duty-free lunch period of twenty-four (24) minutes during the work day.

F. Inclement Weather

On occasions of inclement weather when student attendance hours are adjusted, the employees' work day shall be adjusted to the same extent that the students' school day is adjusted. Employees shall not be required to report when student attendance is canceled because of inclement weather.

ARTICLE IX - IN-SERVICE/PROFESSIONAL DEVELOPMENT EDUCATION

1. The Administration shall appoint an In-Service/Professional Development Education Committee consisting of six (6) members one of which will be the president of the New Hampton Education Association or his/her designee. The In-Service/Professional Development Education Committee shall make such recommendations as it may deem proper to the Administration with reference to the planning of in-service/professional development training, the format of in-service/professional development training and the content of in-service/professional development training.
2. The Administration shall plan and execute such In-Service/Professional Development Training.
3. It is understood that in-service/professional development training refers to professional training during regular school work days and in-school work year, such training periods not being included in the nine (9) permissible meetings, under ARTICLE VIII, Section B(2).
4. The Board shall bear the costs of such in-service/professional development training.

ARTICLE X - REDUCTION IN FORCE

A. Coverage

This article covers all employees who are members of the bargaining unit.

B. Reduction or Termination

The criteria to be applied in determining when reduction in force shall be necessary is in the sole, exclusive and final judgment of the Board and shall not be subject to the grievance procedure in this contract. When the contracts of one or more employees are to be terminated by reason of reduction in force, the following procedure shall determine those contracts of employees to be terminated first.

1. Attrition (Normal turnover due to retirement, resignation) within the areas hereinafter defined.
2. Employees with emergency and/or temporary certification in the affected area of staff reduction.
3. Those employees having less than a B.A. degree in the affected area of staff reduction.
4. Part-time employees working less than 20 hours a week in the affected area of staff reduction.
5. All remaining employees will next be terminated based on seniority.

Seniority - The seniority principle shall be defined as the total number of years of teaching experience in the New Hampton Community School District plus a credit of not to exceed six years for prior years of teaching experience in a duly accredited school.

6. When seniority principle is used, the different areas in which seniority will apply are as follows:
 - a. Grades PK-6: Regular classroom teachers, Title I, elementary guidance (PK-4), preschool TLC, and special education including pre-school developmental.
 - b. Grades 7-12: Specific curricular areas (i.e., Science, Mathematics, Reading, English, Social Studies, Family and Consumer Science, Foreign Languages, Business Education, Vocational Agriculture, Industrial Arts, Drivers Education, Guidance (5-12), Title I and Special Education.

- c. Any special area which may cover all Grade levels (PK-12) including but not limited to Art, Instrumental Music, Vocal Music, Physical Education, Media, Computer Science, Extended Learning Program, Empowerment, Technology, Hearing Impaired and Nurses.
7. Evaluation of employee performance in accordance with the evaluation procedures of this agreement shall next be considered in the event that all previous provisions have failed to determine the number of employees in the specific areas or levels to be reduced. Such evaluation will be based on at least two (2) years evaluations except for probationary employees.
8. If the above criteria is equivalent the superintendent in his/her discretion shall determine the employee to be reduced.
9. If a teaching assignment is eliminated, the affected employee must first accept assignment to any open or vacant position in the area or level for which he/she is certified and qualified by state certification, in the approval area.
10. In the event no vacancy exists, those employees who have been reduced pursuant to items 5 through 8 may exercise bumping rights as explained below.
 - a. (1) Employees reduced in level PK-6(B-6,a) may bump only in that level and within level K-12 (B-6,c).
 - (2) Employees reduced in Level 7-12(B-6,b) may bump only in that level and within level K-12(B-6,c).
 - (3) Employees reduced in level K-12(B-6,c) may bump within all levels.
 - b. The employee who has been reduced may bump a less senior employee from a bargaining unit position as specified in B.10(a) if he/she (1) has taught in that curricular area in the last ten (10) years; OR (2) has earned or will earn twelve (12) graduate semester hours which are content specific in the area where bumping is desired; AND (3) is currently certified to teach all courses taught by the person to be bumped in the level and/or curriculum area.

"Content specific" means the courses relate only to the curricular area and are not general courses which would apply to all curricular areas. These courses shall be approved in advance if possible by the superintendent.

The twelve (12) graduate semester hours shall be earned as follows:

- (1) a minimum of four (4) hours shall be earned within the ten (10) years preceding the first day of teaching in the bumped position and (2) the remaining hours shall be earned within one (1) year following the first day of teaching in the bumped position. If the twelve (12) graduate hours are not earned within the required timelines, the employee shall forfeit his/her right to any teaching position within the district and shall have no legal rights. Chapter 279 procedures shall be followed to enforce this provision.

- c. Notice of intent to exercise bumping rights must be given in writing to the superintendent not later than five (5) calendar days from the date of delivery of notice of intent to recommend non-renewal by the superintendent. Such notice shall specify the area and least senior employee in which the affected employee believe himself/herself entitled to rights under this section. Each employee shall be responsible for seeing to it that the superintendent's personnel record reflect the state certifications, endorsement levels and approval areas met by him/her, properly documented, by the first day of October.
11. The administration shall make a seniority list from the information provided by the employees and make it available to the association.
12. Any change in data shall be reported to the superintendent by October 1 of each succeeding year. Failure to do so will result in use of the personnel data on file.

C. Employee Recourse

Affected employees shall refer to Chapter 279.13-279.19 of the Code of Iowa for any recourse pursuant to staff reduction. Article III, grievance procedures shall not be applicable to this article.

D. Re-employment

1. If there is a vacancy in a negotiating unit position, laid off employees who are certified and qualified to perform the work in question by state certification will be recalled in the order of the person with the most seniority being recalled first.
2. Notice of recall will be given by registered mail to the last address given to the Board by the employee. A copy of the notice of recall will be given to the Association. If an employee fails to respond within fifteen (15) calendar days after receipt from the U.S. Post Office that the notice was sent, the employee will be deemed to have refused the position offered. It is the duty of the employee to inform the Board of his/her current address or designate a recipient of the Registered Mail in case of extended absence(s).
3. An employee who is laid off will be placed on the recall list on March 15th and will remain on the recall list for two (2) years after the effective date of layoff unless the employee waives recall rights in writing, declines to accept a recall notice or fails to respond to a recall notice.

E. Notification

The Administration shall provide written notice to the New Hampton Education Association and to each employee who may be affected by reduction in force as early as possible, but in no event later than the date specified by Iowa Code.

F. Benefits

1. A laid off employee will retain experience credit earned prior to layoff and shall be given full credit for any teaching experience obtained through other employment during the period of recall as long as the total years of experience outside the District does not exceed the maximum seven (7) years of outside experience.
2. Fringe benefits will not accrue between layoff pursuant to this policy and reemployment, but the recalled employee will receive fringe benefits negotiated for the year of recall to employment.
3. Sick leave accrued prior to staff reduction will be maintained by the recalled employee.

ARTICLE XI - EVALUATION PROCEDURE

1. Within three (3) weeks after the employee begins duties each school year, the building principal or his/her designee will acquaint each employee with the observation and evaluation procedure.
2. A pre-evaluation conference shall be held between the evaluator and the employee in each of the first two (2) years of employment for the purpose of reviewing the evaluation criteria. The pre-evaluation conference shall be held at least one (1) day prior to the first classroom observation in a given school year.
3. Evaluation based on performance in the classroom shall be according to Chapter 284, Code of Iowa, and also utilize minimum procedures as follows:
 - (a) Employees shall be formally observed and evaluated in writing two (2) times each year, the first two (2) years of employment. Non-probationary employees shall be formally evaluated a minimum of once every three (3) years.
 - (b) Each such formal written evaluation shall be preceded by at least a thirty (30) minute classroom observation by an administrator.
 - (c) Additional observation may be requested by the employee, or an employee may be observed further if deemed necessary by the administrator.
 - (d) Following each formal classroom observation the administrator shall communicate either orally or in writing with the employee observed about his/her observation within five (5) school days except in emergency situations.
 - (e) Upon completion of the classroom observations, the administrator shall prepare and deliver a written evaluation to the employee.
 - (f) A post-evaluation conference shall be held between the administrator and the employee within five (5) days of delivery of the evaluation except in emergency situations.
4. Section 3 deals with a single method of formal evaluation, i.e. evaluation of classroom performance. It is understood that this Article shall not preclude the necessary evaluation in other areas appropriate to the teaching profession. Contracted duties on the supplemental schedule and assigned duties may be evaluated independently of the procedures listed above.
5. Copies of all administrative and parental complaints which are permanently filed by the administration shall be provided to the employee or employees involved.
6. The employee shall have the right to respond to any complaint placed in his/her file.
7. An employee may grieve all his/her adverse written evaluation(s) through the contractual grievance procedures (Article II - Grievance Procedure). The receipt of the evaluation(s) by the employee shall be the occurrence of the incident or dispute alleged to give rise to the grievance within Article II - Grievance Procedure. Any employee may challenge these evaluation(s) on the grounds that 1) the evaluation criteria have been ignored or misapplied; 2) the proper evaluation procedures were not followed; 3) the facts were not accurate; or 4) the evaluation was unreasonable, arbitrary, capricious, or discriminatory.

ARTICLE XII - SAFETY PROVISIONS

A. Unsafe and Hazardous Conditions

Employees shall not be required to work under unsafe or hazardous conditions.

B. Reasonable Force

An employee may use such force which is reasonable to defend himself/herself if assaulted during the course of his/her employment.

ARTICLE XIII - SALARY AND BENEFITS

A. Compensation

1. The basic salary schedule for use during the contract year is appended to this ARTICLE.
2. Employees on a regular salary schedule as defined shall be granted one increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. A year of service consists of employment in the New Hampton Community School District for ninety (90) consecutive teaching days or more in one school year. A partial year will be granted only once. No employee shall move more than one step vertically in one given year.
3. In placing an employee on the salary schedule, less than one (1) year of teaching will be disregarded. If an employee has two half years of teaching, he/she will be given credit for one (1) year. In placing an employee on the salary schedule, employment as an employee under contract for 180 days will count as one (1) year of experience.
4. All part-time employees employed less than one-half ($\frac{1}{2}$) time shall receive the equivalent of one-half of an additional class period as additional compensation to their regular pro-rated salary.
5. If the first day of service is before August 25, the paycheck normally issued on that date will instead be issued on the first day of service.

B. Educational Lanes

1. Credit for hours of additional education for advanced educational lane placement must be graduate credit in the employee's teaching area, or areas of certification, or areas of certification the employee desires to obtain, or work leading to an advanced degree from an accredited institution, effective with the summer of 1990.
2. An employee on the regular salary schedule who qualifies for advancement to a higher educational lane shall move to the corresponding incremental step on the higher lane.

Educational lane movement shall not preclude earned vertical increment advancement; an employee who was at the highest incremental step (maximum salary) on the former training lane shall be advanced one (1) step on the new training lane if such step is available.

In order to effect such move, work must be completed and a transcript or grade sheet showing the satisfactory achievement of the requirements for the higher step must be filed in the office of the Superintendent on or before September 15.

C. Equivalent Credit

1. Approved equivalent work as described below may be allowed in partial fulfillment of the training requirements, subject to definition of graduate credits hereinbefore set forth.
 - (a) Travel under the direction of a college or university shall be recognized to the extent of the academic credit granted by that institution for such foreign or domestic travel.
 - (b) Workshops shall likewise be recognized to the extent of the academic credit granted by the college or university conducting the workshop.

D. Insurance, Hospital and Major Medical

1. The School District will provide an opportunity for all employees working twenty (20) hours a week or more to participate in a comprehensive health-major medical insurance program. Benefits will be no less than those supplied in the preceding school year.
2. All employees desiring to participate shall pay the first dollar of the premiums for such insurance.
3. For all full-time employees, the Board will contribute \$650.00/month for all eligible employees with a tax sheltered annuity or a Health Savings Account (HSA) over the cost of the selected policy. Contributions to the HSA are only available to employees that have chosen certain health insurance programs that qualify.

The parties agree that the annuity or HSA will replace the District's contribution of a cash equivalency over the cost of the employee's selected health insurance policy. It will be the obligation of the employee to notify the District of their choice of annuity/HSA provider.

4. Where full time employees alone are covered, without dependent coverage, the entire cost of such coverage, excepting the first dollar of premium as above provided, shall be paid by the Board.
5. Additional premiums for dependents of full time employees will be deducted from the employees' salary. The first dollar shall be paid by the employee, the Board's contribution shall then be made, and the balance shall be paid by payroll deduction as above set forth.

6. The Board shall pay one-half ($\frac{1}{2}$) of the monthly contribution after the first dollar, for all half-time employees carrying such insurance. In the event such employee desires dependent coverage, the Board shall pay one-half ($\frac{1}{2}$) of the monthly contribution amount for full time employees toward such total dependent insurance after the first dollar.
7. The Board shall not be responsible for providing coverage to employees who are not accepted in the group plan by the insurance carrier.
8. In the event that both husband and wife are employed by the District and dependent coverage is desired by them, the Board shall pay the monthly contribution for dependents set forth above on such family policy plus the cost of one premium contribution for an individual without dependents.

E. Other Insurance

1. Life Insurance. The Board shall provide a group life insurance program calling for term life and accidental death and dismemberment insurance in the amount of \$30,000 for all employees working a twenty-hour week or more. The entire premium for said term insurance shall be payable by the Board of Education and shall be on a basis not less than the basis provided in the preceding year.
2. Long-Term Disability Insurance. The Board shall provide a long-term disability insurance policy with benefits no less than those supplied in the preceding school year to all employees working twenty hours a week or more.
3. Workers' Compensation. When Workers' Compensation is payable to any member of the bargaining unit as a result of an injury incurred at work, the employee shall receive a supplement equal to the difference between the amount of Workers' Compensation paid and the employee's regular pay. The salary supplement shall be paid up to the point at which disability pay for disability insurance purchased for members of the bargaining unit by the School Board shall become payable, being ninety (90) calendar days after such injury. Applications for benefits under the said disability policy shall then be made by the member of the bargaining unit or his/her personal representative under the disability insurance policy and all payments by the District shall cease. Sick leave shall not be paid for injuries on the job entitled to Workers' Compensation nor shall time lost be charged to sick leave.
4. Coverage. The Board provided insurance program shall become effective on the first full date of employment and continue for the duration of employment. In the case of satisfactory completion of contractual obligation, coverage will continue through the end of the contractual year. If termination of employment should occur prior to the satisfactory completion of contract, district payment of premium will terminate on the last contract day of full-time employment.

F. Descriptions

1. The Board shall attempt to provide each employee with a description of the insurance coverage provided herein within ten (10) days of the beginning of the school year or date of employment which description shall include a clear description of conditions and limits of coverage as provided above. Such insurance information may be in the form of brochures provided by the Company writing the said insurance. The Board will provide forms of application and contact with the insurer's agents. Under no circumstances shall the Board be found liable for any incident resulting in lack of coverage for an employee in this field. Any change in carriers shall provide coverage equal to or greater than the previous carrier.

G. Supplemental Schedule of Compensation

1. The schedule of supplemental compensation is attached to this contract.

H. Nurses' Compensation

Nurses shall receive the same fringe benefits and insurances as other employees of the bargaining unit. Nurses shall be paid according to the salary schedule. Experience increments will be granted based on nursing experience in the New Hampton Community School District.

I. Continuity of Fringe Benefits

1. Employees on paid leave shall continue to have Board contributions made to their insurance according to the levels described in this ARTICLE. Such contributions are to be made only for the duration of this agreement.
2. Employees who have exhausted their accumulative sick leave and are granted extended leave of absence due to illness, shall continue to have Board contribution toward their hospital, disability, and major medical coverage for the individual premium amount only and only for the duration of this agreement. Employees on any other non-paid leave shall have the option to continue participating in the hospital, disability and medical insurance coverage at their own expense. Such employees wishing to continue shall pay the premium themselves to the Board within thirty (30) days of the billing date. The provisions of this paragraph are specifically made subject to the prior approval of the respective insurance carriers. In no event shall employee paid contributions be accepted after the termination date of this agreement unless such extension is granted with permission of the Board.

J. Phase II Program

1. Phase II Program

- a. Money will be distributed in accordance with the weighing factors of the salary schedule on a monthly basis (10 monthly payments). If the money is not received by the district on time, or if the money is cut, the payments to the employees will be delayed and/or reallocated as necessary.
- b. Those employees receiving more than \$500.00 from the Phase I funds are ineligible for Phase II payments.
- c. Those employees receiving less than \$500.00 from the Phase I funds may receive an additional sum from Phase II funds which will bring the total Phase I and II payment to the minimum individual Phase II payment received by the employees eligible for Phase II funds only.

ARTICLE XIV - VOLUNTARY TRANSFERS

A. Definition of and Applicability

The movement of an employee in order to fill an existing vacancy shall be considered a transfer.

B. Notification of Vacancies

1. Posting and Notification

The Superintendent upon knowledge of a vacancy shall deliver to the Association and post in a designated area in all school buildings a list of the vacancies which occur during the school year. Vacancies for the following school year shall be delivered to the Association and posted by March 15th or upon knowledge of vacancies, whichever comes later. Vacancies which occur during the summer months shall be posted on the bulletin board outside the Superintendent's office.

2. Notification

As soon as possible, and no later than thirty (30) days following the request for transfer, the Superintendent shall notify the employee of his/her decision on whether or not transfer has been granted.

3. Filing Requests

Employees who desire a transfer may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the employee desires to be assigned and the school or schools to which the employee desires to be transferred, in order of preference. Employees interested in transfer shall have a transfer request on file in the Superintendent's office by the end of the school year in order to be notified of a vacancy which occurs during the summer months. All transfer requests shall remain active and valid until the first day of school of the following year.

C. Procedure

In the determination of requests for voluntary transfer, the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the instructional needs of the school system. No such request shall be denied arbitrarily, capriciously, or without basis in fact.

D. Return Rights

Any employee who transfers or is transferred to an administrative or supervisory position and who later returns to the bargaining unit shall be entitled to retain such rights as may have accrued as a bargaining unit member prior to such transfer to administrative status.

ARTICLE XV - INVOLUNTARY TRANSFERS

A. Definition of and Applicability

The movement of an employee in order to fill an existing vacancy shall be considered a transfer.

B. Use of Voluntary Requests

This ARTICLE will only apply when the vacant position cannot be filled pursuant to ARTICLE XIV: Voluntary Transfers.

C. Notice

Notice of an involuntary transfer shall be given in writing to employees as soon as practical.

D. Procedure

An involuntary transfer shall be based upon the instructional needs of the District. No transfer shall be made arbitrarily, capriciously, or without basis in fact. If the involuntary transfer is necessary due to staff reduction, eligible employees will utilize their rights in accordance with ARTICLE X: Reduction in Force and this ARTICLE will not apply.

E. Meeting

An involuntary transfer shall be made only after a meeting between the employee involved, the Association representative and the principal at which time the employee shall be given written reason(s) therefore.

F. Priority in Transfer

A list of open positions in the school district shall be made available to all employees being involuntarily transferred. Such employees may request the positions, in order or preference, to which they desire to be transferred.

ARTICLE XVI - SEPARABILITY CLAUSE, DURATION, MISC.

A. Separability

If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to the law by a Court of competent jurisdiction, or PERB, then such provision or application shall be deleted from this agreement to the extent it violates the law. All other provisions or applications of the agreement shall continue in full force and effect.

B. Printing Agreement

Copies of this agreement shall be reproduced at the expense of the Board after agreement with the Association has been reached on format within thirty (30) days after the agreement is signed. The agreement shall be presented to all employees now employed or hereafter employed at the time the contract is offered by the Board and the Board shall provide the Association with twelve (12) additional copies.

C. Notices

Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provisions of this agreement, either party shall do so by letter at the following designated addresses or at such other address as may be designated by a part in written notification to the other party.

1. If by the Association: to the Board at New Hampton Community School,
New Hampton, Iowa 50659.
2. If by the Board: to the Association at New Hampton Education Association,
New Hampton, Iowa 50659.

D. Duration

The language of this Agreement shall be effective beginning July 1, 2007, and shall continue in effect until June 30, 2009. Insurance and salaries in this Agreement shall be effective beginning July 1, 2007 and shall continue in effect until June 30, 2008.

E. Signature Clause

IN WITNESS WHEREOF, the parties here to have caused this agreement to be signed by their respective presidents, and attested by their proper officers; and their signatures placed thereon all on the 12th day of April, 2007.

BOARD OF DIRECTORS
NEW HAMPTON COMMUNITY
SCHOOL DISTRICT

BY: Debra K. Larsen
President

BY: Judith O'Donohue
Chief Negotiator

NEW HAMPTON EDUCATION ASSOCIATION

BY: Michelle Hoy
President

BY: Dennis D. Pagel 4/12/07
Chief Negotiator

SALARY SCHEDULE 2007-2008

Years	BA	BA+15	BA+30	MA	MA+15	Nurse	Step
	Base	1,045	1,09	1,135	1,18		
Hort. Inc		1,064	2,128	3,192	4,256	= 88% of Base	
Vert Inc	946	988	1,031	1,073	1,116	832	
Contract Days/Yr.		191 Prev. Yr. Base		23,150	BA Base Inc	494	
Step	BA	BA+15	BA+30	MA	MA+15	Nurse	
0	23,644	24,708	25,772	26,836	27,900	20,807	0
1	24,590	25,696	26,803	27,909	29,016	21,639	1
2	25,536	26,684	27,834	28,982	30,132	22,471	2
3	26,482	27,672	28,865	30,055	31,248	23,303	3
4	27,428	28,660	29,896	31,128	32,364	24,135	4
5	28,374	29,648	30,927	32,201	33,480	24,967	5
6	29,320	30,636	31,958	33,274	34,596	25,799	6
7	30,266	31,624	32,989	34,347	35,712	26,631	7
8	31,212	32,612	34,020	35,420	36,828	27,463	8
9	32,158	33,600	35,051	36,493	37,944		9
10	33,104	34,588	36,082	37,566	39,060		10
11	34,050	35,576	37,113	38,639	40,176		11
12	34,996	36,564	38,144	39,712	41,292		12
13		37,552	39,175	40,785	42,408		13
14		38,540	40,206	41,858	43,524		14
15			41,237	42,931	44,640		15
16			42,268	44,004	45,756		16
17			43,299	45,077	46,872		17
18			43,299	45,077	46,872		18
19			43,299	45,077	46,872		19
20	career step	400	43,699	45,477	47,272		20
21			43,699	45,477	47,272		21
22			43,699	45,477	47,272		22
23			43,699	45,477	47,272		23
24			44,099	45,877	47,672		24

Supplementary Salary Schedule

Percent Step	23,644 0	24,590 1	25,536 2	26,482 3	27,428 4	28,374 5	29,320 6	30,266 7	31,212 8	32,158 9
15%	3,547	3,689	3,830	3,972	4,114	4,256	4,398	4,540	4,682	4,824
12%	2,837	2,951	3,064	3,178	3,291	3,405	3,518	3,632	3,745	3,859
11%	2,601	2,705	2,809	2,913	3,017	3,121	3,225	3,329	3,433	3,537
10%	2,364	2,459	2,554	2,648	2,743	2,837	2,932	3,027	3,121	3,216
9%	2,128	2,213	2,298	2,383	2,469	2,554	2,639	2,724	2,809	2,894
8%	1,892	1,967	2,043	2,119	2,194	2,270	2,346	2,421	2,497	2,573
7%	1,655	1,721	1,788	1,854	1,920	1,986	2,052	2,119	2,185	2,251
6%	1,419	1,475	1,532	1,589	1,646	1,702	1,759	1,816	1,873	1,929
5.5%	1,300	1,352	1,404	1,457	1,509	1,561	1,613	1,665	1,717	1,769
5%	1,182	1,230	1,277	1,324	1,371	1,419	1,466	1,513	1,561	1,608
4.5%	1,064	1,107	1,149	1,192	1,234	1,277	1,319	1,362	1,405	1,447
4%	946	984	1,021	1,059	1,097	1,135	1,173	1,211	1,248	1,286
3.5%	828	861	894	927	960	993	1,026	1,059	1,092	1,126
3%	709	738	766	794	823	851	880	908	936	965
2.5%	591	615	638	662	686	709	733	757	780	804
1%	236	246	255	265	274	284	293	303	312	322

New Hampton Community School District
Supplemental Schedule
2007-2009

- 1 Supplemental salaries will be determined by multiplying the percentage identified for each assignment by the experience step on the BA column for each year of experience in that assignment in the New Hampton Community School District up to a maximum of nine (9) years experience.

- 2

Positions:		
Head Varsity:	Football, Basketball, Wrestling, Volleyball	15.0%
Head Varsity:	Baseball, Softball, Track	11.0%
Assistant Varsity:	Football, Basketball, Wrestling, Volleyball	10.0%
Head Sophomore:	Football, Basketball	
Head Freshman	Football, Basketball, Wrestling, Volleyball	
Middle School Athletic Director		9.0%
Head Varsity:	Golf	10.0%
Assistant Varsity:	Baseball, Softball, Track	8.0%
Assistant Sophomore:	Football, Basketball	
Assistant Freshman:	Football, Basketball, Wrestling, Baseball	
Head Varsity:	Cross Country	8.0%
Head 7th or 8th:	Football, Basketball, Wrestling, Volleyball	7.0%
Head 8th or 9th	Baseball, Softball	
Head Sophomore:	Track	6.0%
Assistant Varsity:	Cross Country	
Head 7th or 8th:	Track, Softball	
Assistant 7th or 8th:	Football	
Assistant 7th or 8th:	Basketball, Wrestling, Track, Volleyball	5.5%
Band - High School,		12.0%
Vocal Music - 9-12		12.0%
Dramatics - High School - Two (2) activities, Band - Elementary		9.0%
High School Annual, Chieftain		7.0%
Vocal Music - 5-8		7.0%
If split:		
Jr. High Vocal (7-8)		4.0%
Middle School Vocal (5-6)		3.0%
Vocal Music - K-4		7.0%
Industrial Arts		6.0%
High School Speech, Dramatics - Junior High		4.5%
Summer Band - Elementary and High School (6 weeks)		9.0%
Summer Weight Supervision (10 weeks - Mon., Wed., Fri.)		5.0%
Agriculture Supplemental Pay		5.0%
High School Cheerleading Sponsor		4.0%
Junior High School Annual Sponsc		3.5%

High School Pom Pon Sponsor	3.0%
High School Student Senate Sponsor	2.5%
High School Band Flag Corp Director, Middle School Cheerleading	1.0%
Additional for Combined High School Girls and Boys Teams	1.0%

Events Coordinator (Grades 9 - 12)	\$35 per Event
Extra Class over Minimum Flat	\$825

Extended Contracts: (not part of contract, for information only)

Guidance	Ten Days
Librarians	One Day

Extended Contract Compensation:

Curriculum and 280.18	\$18.00 per hour
Technology Advisor	\$21.00 per hour
Special Education Teacher	Actual per diem
Tutoring	\$20.00 per hour

Work beyond the school day / school year funded by grants from any source which requires district application either in a competitive process or for approval from a private entity	\$23.00 per hour
---	------------------

Bus Drivers - Activity sponsors driv	\$20.00 per trip
--------------------------------------	------------------

Summer Driver Education - Hourly rate is based on per diem salary not to exceed district's average per diem rate as per master contract. Salary will be based on eight (8) hours per student enrolled though the first week of class.

- 3 Employees with class assignments in different buildings during the student school day shall be paid mileage at the maximum rate per mile allowed by the state for use of a private automobile for approved school travel.

- 4 Extra Duty Assignments:

A. Employees who desire to volunteer for posted assignments of extra-duty activities may do so at the end of each school year for assignments for the following school year. All assignments for such extra-duty activities will first be made where possible from among the volunteers. If there are insufficient volunteers to staff extra-duty activities, the administration will assign employees other than volunteers for those duties. Employees will be assigned no more than four (4) extra duties per year, including the volunteer assignments, unless they have volunteered for more than four (4) extra duties.

B. Employees will be compensated \$12.00 per assignment for all extra duties. Extra-duty assignments of more than three (3) hours will be assigned to two (2) employees, or such assignment will be compensated at the rate of \$24.00 per assignment.

C. Reimbursement for extra-duty assignments will be made on a quarterly basis.

SCHEDULE A
GRIEVANCE REPORT

Date Filed

_____ School District	_____ <u>Distribution of Form</u>
_____ Building	1. Association
_____ Name of Aggrieved Person	2. Employee
	3. Appropriate Supervisor
	4. Superintendent

LEVEL II

A. Date Violation Occurred _____

B. Section(s) of Contract Violated _____

C. Statement of Grievance _____

D. Relief Sought _____

Signature Date

E. Disposition by Principal or Immediate Supervisor _____

Signature of Principal Date
or Immediate Supervisor

LEVEL III

A. Signature of Aggrieved Person Date Received by Superintendent

B. Disposition by Superintendent of Designee _____

Signature of Superintendent Date
or Designee

LEVEL IV

A. Signature of Aggrieved Person Date Received by Board

B. Signature of Association President

C. Disposition by Board _____

Signature of Board President Date

LEVEL V

A. Signature of Aggrieved Person Signature of Association Pres.

B. Date Submitted to Arbitration Date Received by Arbitrator

C. Disposition and Award of Arbitrator _____

Signature of Arbitrator Date of Decision

SCHEDULE B

Dues Deduction Authorization Form

For Employer use only.
Do not fill out.

Authorization for Payroll
Deduction for Education Asso-
ciation Dues

Employee No. _____

First Name Initial Last Name _____

Date Started _____ Amount _____

I hereby request and authorize
the Board of Education of:

Changes

Date _____ Amount _____

as my remitting agent, to deduct
from my earnings each month
until this authorization is
changed or revoked as provided
herein, a sufficient amount to
provide for the monthly payment
of the prevailing rate of dues
which amount is to be remitted
each month for me and on my
behalf to the treasurer of:

Date _____ Amount _____

Date _____ Amount _____

Date _____ Amount _____

Date _____ Amount _____

Name of Local Association
(Affiliate of the UniServ Unit,
ISEA, NEA)

It is understood that this authorization shall begin on the first
payroll period following this date and shall continue through
the last payroll period of the contract year, and shall there-
after continue for successive periods of one year unless revoked
in writing by a thirty (30) day notice to my employer and to
said organization.

Date _____

Signature _____
Social Security No. _____

SIDE LETTER AGREEMENT BETWEEN
THE NEW HAMPTON EDUCATION ASSOCIATION
and
THE NEW HAMPTON COMMUNITY SCHOOL DISTRICT

New Professionals mentoring program

If funding for the New Professionals mentoring program is eliminated, this side agreement is nullified. All provisions of this side agreement are not subject to the grievance procedure within the negotiated agreement for the 2002-03 fiscal year. If the Iowa Legislature should make changes to the New Professional Mentoring Program and/or the Student Achievement and Teacher Quality Program it is agreed that the New Hampton Community School District and the New Hampton Education Association Negotiating Team shall meet to address any necessary changes to the side-letter agreement.

Definitions

New Professional Mentoring Program: New Hampton Community School District's program of support and assistance for New Professionals.

New Professional: Any licensed individual in his/her first or second year of teaching. All New Professionals must participate in the New Professional Mentoring Program.

Instructional Mentor: A teacher who has been trained and assigned to provide assistance to a New Professional in the district's New Professional Mentoring Program.

1. Wages

A. Instructional Mentor

- Each Instructional Mentor shall receive \$500 per semester for mentoring one New Professional.
- Each Instructional Mentor shall mentor no more than one New Professional each semester.
- Training and required District mentoring meetings outside the regular workday and/or contract year shall be paid at \$23/hour.

B. New Professionals

Training and required District mentoring meetings outside the regular workday and/or contract year shall be paid at the teacher's per diem rate.

2. Beginning Teacher Evaluation

- A. The model Comprehensive Evaluation currently being developed by the Iowa Department of Education pursuant to Section 256.9(51) of the Iowa Code, shall be the basis for negotiating the evaluation to be utilized by the district to determine successful completion of the mentoring program under Chapter 284 of the Iowa Code.
- B. All professional assistance and interaction between the Instructional Mentor and the New Professional shall be confidential. All written and oral comments between the two shall also be confidential. If the Instructional Mentor violates the confidentiality agreement, that mentor shall be removed from the program.

The only exception to the confidentiality agreement shall be if the New Professional requests that information be shared with an evaluator when all parties are present.

- C. Mentoring assistance and induction plan activities shall not be used in evaluating a New Professional.
- D. Instructional Mentors shall not provide data or testimony in subsequent job renewal, termination, arbitration, or licensure proceedings.
- E. An Instructional Mentor shall not participate in any informal or formal evaluation of a New Professional, not be requested or directed to make recommendations supporting or denying continued district employment or recommendations for continuation or renewal for licensure of a New Professional.
- F. Other than a notation to the effect that a teacher has served as Instructional Mentor, a teacher's activities as an Instructional Mentor shall not be part of that teacher's evaluation.

3. Professional Leave

Each Instructional Mentor and each New Professional shall be provided at least one (1) day each quarter of paid professional leave. Such leave may be used in two-hour blocks for the purpose of completing induction activities including but not limited to such activities as observing other teachers, conferencing, and individual professional skill development.

4. Process for dissolving mentoring partnerships

If a mentor/new professional team experience difficulty or the professional relationship is not working, either the Mentor or the New Professional may request that a new mentor be assigned. The request shall be granted and a new mentor assigned within fifteen (15) contract days.

DISTRIBUTION AGREEMENT - FOR SF 476 AND HF 413

The undersigned parties agree that if the District participates in the Student Achievement and Teacher Quality Program (SF 476) the following distribution method will be used.

This distribution will be separate from and in addition to the bargained salaries, phase I, and phase II for 2002-2003.

1. Minimum salaries for the first-year beginning teacher and career 1 teacher will be paid according to the salary provisions of the law. Second-year beginning teachers will also be paid the minimum salary set by law for first year beginning teachers.
2. Any remaining funds from the District's appropriation will be distributed to all other teachers on an indexed schedule similar to the district's current method of distributing Phase II funds.
3. Funds will be distributed with the regular pay day following receipt of the funds by the District, if the funds are received at least 10 days before the pay day, and if not received at least 10 days before the pay day, then with the next regular pay day. Funds will also be distributed on the basis of how the district receives SF476 funds from the state. (i.e., monthly, quarterly, semiannually, etc.)
4. This distribution fully complies with all of the requirements of SF 476 and HF 413, and the entering of this agreement satisfies all obligations of the parties to each other pursuant to Chapter 20.